

1. **Applicability and Acceptance.** These General Terms and Conditions of Sale (Terms) are the only terms which govern the sale of products by Bray Controls UK Ltd (Bray, Seller) to a Buyer. No other action by the Seller, including order fulfilment, will be considered acceptance of any other terms and conditions. These terms together with a valid quotation, contain the entire Agreement associated with this transaction and Buyer may accept a quotation by issuing a Purchase Order or written expression of intent. Any terms and conditions within such a Purchase Order shall be considered for the Buyer's internal use only and the terms, conditions and writings within shall have no force or effect.
2. **Prices.** All prices and discounts are subject to change without notice, however, Buyer's order for the Products will be invoiced at the prices quoted and in accordance with these Terms. Minimum Order Charge: £150 (excluding certification, carriage & packing and 15% premium). 15% Premium applicable if order is required in 3 days or less, subject to stock availability & Production capacity. (To be agreed with Seller prior to order placement.) In the event of an order, chargeable documentation will only be supplied if the costs are included in Purchase Order. Shipping costs will be mentioned on quotation and invoiced as separate items. Buyer will be responsible for payment of any applicable taxes and duties levied by relevant government authorities, or if paid by Seller will be added to the price.
3. **Payment** All invoices for domestic (UK) purchasers will be due thirty (30) days from date of invoice unless otherwise stated by Seller. All payment terms are subject to account status. Bray reserves the right to charge interest on overdue invoices at the Bank of England base rate plus 8% or the maximum rate allowed by law. In the event Seller believes Buyer is unable to pay, Seller may stop work under this agreement, or delay shipment until payment is received or Seller receives satisfactory assurances of payment.
4. **No Set Off.** Buyer shall not withhold or delay payment of any amount due by reason of any set-off of any claim, counterclaim, delay of customer payment or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
5. **Delivery** – Delivery times are quoted and established by Seller on the basis they are as accurate as possible given the conditions prevailing at the time of quotation. All delivery times are confirmed or modified at the time of order acknowledgement. Deliveries quoted are subject to prior sale. In no instances does Bray guarantee delivery times, nor will Bray assume any liability for damages, losses, or expenses resulting from Bray's failure to deliver products within the quoted delivery times. In no event shall Seller insure shipment beyond the delivery point. Buyer agrees to maintain appropriate insurance coverage to cover its risks under this Agreement.
6. **Title and Risk of Loss.** Title to goods shall pass from Seller to Buyer on receipt of full payment. Risk of loss or damage shall pass when goods are considered delivered according to the agreed INCOTERM 2020.
7. **Changes and Cancellations.** Buyer shall promptly notify Seller in writing of any changes to a Purchase Order that Buyer may deem necessary. Seller may accept change order at its own discretion. If the change is accepted then Seller will promptly notify Buyer of the impact the requested change on price, delivery time or other condition. Buyer may not cancel an accepted Purchase Order without Seller's prior written approval. Seller will not accept changes or cancellations without full payment of all related expenses incurred to date. Any orders Seller holds for more than 30 days from ready date will be subject to insurance and storage charges and any order held for more than 60 days may be subject to cancellation and full payment becoming due.
8. **Inspection and Rejection of Nonconforming Material.** Buyer shall inspect the Product within 10 (ten) days of receipt at the "ship to" address/location (*Inspection Period*). If the Product(s) do not materially comply with the Purchase Order requirements, Buyer may reject the nonconforming products at any time during the *Inspection Period*. Failure to reject nonconforming product(s) within the *Inspection Period*, and in accordance with **LIMITATION**, will be deemed as acceptance of the product(s). In the event Buyer finds any nonconforming Products, Buyer shall send written notice to the Seller no later than the last day of the *Inspection Period*. Seller shall collect the reported nonconforming products from the original delivered address and replace with conforming products without additional expense to Buyer.
9. **LIMITATION:** Buyer may not reject a Product based on tests which Seller does not conduct.  
**RETURN GOODS:** No materials may be returned for credit without prior agreement from Bray. In issuing credits, Bray will deduct shipping, restocking and reconditioning expenses from the Purchaser's credit.
10. **Warranty.** Seller warrants to Buyer that for a period ending as of the earlier of twelve (12) months from installation date or eighteen (18) months from the shipment date (Warranty period). Products manufactured by Seller will be free from defects in materials and workmanship when used for the purposes for which they were designed and manufactured. Seller does not warrant the products (i) against chemical or stress corrosion; (ii) against any other failure other than from defects in materials or workmanship; (iii) from any defective third party products contained in, incorporated into, attached to or packaged together with the products; (iv) any defect when the Product is altered, modified or repaired without Seller's prior written approval and (v) any defect caused by Buyer's failure to follow oral or written instructions as to storage, installation, commissioning, use or maintenance of the Products. Further Seller shall not be liable for a breach of the warranty if Buyer makes further use of such products after giving notice as described below.

Seller shall not be liable for a breach of the warranty unless (i) Buyer gives written notice to Seller of the defect during the warranty period, and in any event, within fourteen (14) days of the time when the Buyer discovers or should have reasonably discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products and Buyer returns such Products to Bray's factory or such other place Seller shall designate for the examination to take place and (iii) Seller reasonably verifies Buyer's claim that the Products are defective. Defective products will be returned within 90 days from Buyer's original notification to Seller. Upon confirmation of products being supplied in breach of the warranty, Seller will credit Buyer for shipping costs and may repair or replace such products or credit or refund their price. If Seller determines Buyer's claim is not covered by this warranty, Buyer shall bear all costs associated with Seller's service and shall indemnify Seller for any verified cost, loss, claims, and expenses Seller incurs out of such service call.

The remedies set herein shall be the Buyer's sole and exclusive remedy and Seller's sole and entire liability for any breach of warranty. To the extent allowed under applicable law, Seller makes no representations and no other warranties and conditions on the performance of the work, the Products, whether express or implied, statutory, or whether in any other provision of this agreement or any other communication with Buyer. Seller specifically disclaims any implied warranty or condition of merchantability or fitness for a particular purpose or non-infringement.

11. **Export Limitations.** Bray products must not be exported, reexported, transferred, sold, or supplied to Cuba, North Korea, Syria, Crimea Region of Ukraine, Iran or to any restricted country. Bray Products must not be used in activities which involve the development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, or used in any facilities which are engaged in activities relating to such weapons.
12. **Intellectual Property Rights.** All copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights pursuant to the laws of any jurisdiction worldwide (IP Rights) associated with or relating to the Products shall belong solely and exclusively to Seller. Seller will retain all IP rights used to create, embodied in, used in and otherwise related to the Products and Buyer will not acquire any ownership interest in any of Seller's IP rights. Buyer may use Seller's IP Rights only in accordance with these terms. No licence, either express or implied is granted in any IP Rights of Seller.
13. **Confidentiality.** Except as required by law or as necessary to carry out this agreement, Buyer shall not disclose to any person any business, financial or commercial information, including pricing, technical data and information with respect to this agreement.
14. **Compliance with laws.** By placing an order with Bray, Seller agrees to comply with the requirements of Bray's Global Anti-Corruption Policy and to comply with any applicable local trading laws, including the UK Bribery Act.
15. **Relationship of the Parties.** The legal relationship between the Parties shall be that of Buyer and Seller, i.e. independent contractors, and it shall not be understood that either party is deemed a partner or agent of the other, nor will it confer on either party the right or power to bind the other party in any contract or to the performance of any obligations as to any third party. These terms are for the sole benefit of the Seller and Buyer and their respective successors and permitted assigns.
16. **Waiver.** No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise or delay in exercising any rights remedy, power or privilege arising from these terms operates or may be construed as a waiver thereof.
17. **Governing Law & Disputes.** This Contract shall be governed by and construed in accordance with the laws of Scotland.
18. **Limitation of Liability.** In no event shall Seller be liable for costs of procurement of substitute goods by buyer. Moreover, to the maximum extent allowed by law Seller shall not be liable for consequential, indirect, incidental, special, exemplary or punitive damages, lost profits or revenue arising out of, or relating to a breach of these terms, whether or not the buyer disclosed the possibility of such damages in advance or seller could have reasonably foreseen the possibility of such damages and regardless of the legal or equitable theory upon which the claim is based. Moreover, to the extent allowed under applicable law in no event shall Seller's aggregate liability arising out of or related to any product exceed the amounts paid under the applicable purchase order.
19. **Force Majeure.** In no event shall Seller be liable for any losses, costs, damages or other expenses resulting from failure or delay in delivery due to acts of God, fire, flood, pandemic, government regulations, local labour /material shortages, or any other cause beyond Seller's control. Seller shall have additional time as it may be reasonably necessary to perform its obligations hereunder in the event of any of the events mentioned.
20. **Clerical errors and published data.** Clerical errors or omissions may be corrected at any time. Seller is not liable for misinterpreted specifications after making a bona fide effort. Buyer shall verify products and materials quoted conform to any applicable specifications and quantities. All published dimensions, weights, temperatures, pressure ratings and other data are approximate: if critical contact Seller.